

To: All Bidders

From: City of Cambridge

Date: October 23, 2013

Re: File No. 6221 – Lox, Lox System and Lox Services – Addendum 2

The following questions were submitted:

Question

1. Re: Page 6 Indemnity - We will agree to the indemnification language noted on page 2, is this acceptable?

Answer

1. No.

Question

2. Re: Page 6 Contractors Insurance – May we insert “as to claims indemnified by Contractor herein” following losses?

Answer

2. No.

Question

3. Re: Page 6 Contractors Insurance - May we replace “30 day” with “Prior Notice”?

Answer

3. No.

Question

4. Re page 17 – Following Article II – Conflict – Warranty: All products, other items of sale, cylinders and other containers furnished hereunder shall conform to the description thereof published by the manufacturer at the time of sale and will meet sellers purity specifications for all gas products. Seller specifically disclaims any other express or implied standards, guarantees, or warranties, including all warranties of merchantability, fitness for a particular purpose or non infringement and nay warranties that may be alleged to arise as a result of custom or usage.

Limitation of liability: Seller shall not be liable for any direct (except as expressly provided herein), indirect, special, incidental, consequential and/or punitive damages, arising or alleged to arise out of or in connection with its performance hereunder or with any product, other items or sale or equipment sold or leased hereunder whether such damage results from any negligent act or omission or is related to strict liability, or otherwise.

Surcharges: following notice from seller, buyer shall pay to seller a surcharge in the event of any extraordinary or emergency increases in the cost of (a) power and/or raw materials used in the production of products and/or (b) fuel.

Answer

4. No.

All Questions are closed.

Cynthia H. Griffin
Purchasing Agent

Addendum No. 2